

1 Gregg McLean Adam, No. 203436
2 Gonzalo C. Martinez, No. 231724
3 Amber L. West, No. 245002
4 **CARROLL, BURDICK & McDONOUGH LLP**
5 Attorneys at Law
6 44 Montgomery Street, Suite 400
7 San Francisco, CA 94104
8 Telephone: 415.989.5900
9 Facsimile: 415.989.0932
10 Email: gadam@cbmlaw.com

11 Attorneys for Plaintiff and Cross-Defendant
12 San Jose Police Officers' Association ("SJPOA")

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **COUNTY OF SANTA CLARA**

15 **SAN JOSE POLICE OFFICERS'**
16 **ASSOCIATION,**

17 **Plaintiff,**

18 **v.**

19 **CITY OF SAN JOSE, BOARD OF**
20 **ADMINISTRATION FOR POLICE**
21 **AND FIRE DEPARTMENT**
22 **RETIREMENT PLAN OF CITY OF**
23 **SAN JOSE, and DOES 1-10, inclusive,**

24 **Defendants.**

No. 1-12-CV-225926
(and Consolidated Actions
1-12-CV-225928, 1-12-CV-226570,
1-12-CV-226574, 1-12-CV-227864,
and 1-12-CV-233660)

PLAINTIFF SAN JOSE POLICE OFFICERS'
ASSOCIATION'S RESPONSE TO CITY OF
SAN JOSE'S OBJECTIONS TO EVIDENCE

Date: June 7, 2013
Time: 9:00 a.m.
Place: Dept. 2
Judge: Hon. Patricia M. Lucas

Complaint Filed: June 6, 2012
Trial Date: July 22, 2013

25 **AND RELATED CROSS-COMPLAINT**
26 **AND CONSOLIDATED ACTIONS.**

EVIDENCE	OBJECTION	RULING
<p>1) Declaration of Pete Salvi, ¶¶ 3, 4, 5 on the premium for the "lowest cost plan" paid by the City of San Jose on behalf of retirees.</p> <p>"At the time I retired and throughout my career with the San Jose police department, the City represented to me that I would receive premium contributions at the same level as the City contributes for the lowest cost plan offered to active employees in the same job classification from which I retired, i.e., police officer." (¶ 3.)</p> <p>In 2012, "the city changed its representation of what it would pay. The City said it would pay the amount it pays for the premiums of the lowest cost plan available to any City employee, rather than the lowest cost plan available to active police officers." (¶ 4.)</p>	<p>Not relevant because the City's Motion for Summary Adjudication does not seek adjudication of any issue involving the "lowest cost plan" and any probative value is outweighed by undue consumption of time and prejudice. Evid. Code 403.</p>	<p>Sustained _____</p> <p>Overruled _____</p>
<p>SJPOA RESPONSE TO OBJECTION #1:</p> <p>Relevance: the "lowest cost plan" is at issue – and Salvi's statements are relevant – because (1) the City's separate statement asserted at ¶ 23 that the City may lawfully apply Measure B to Police Officers with respect to their retiree healthcare and (2) SJPOA's complaint pleads this as a separate basis why Measure B is invalid and/or the City did not oppose SJPOA's request to amend the complaint to include such allegations. (See FAC ¶¶ 57, 72-77 [alleging vested right to lowest cost plan offered to active Police officers rather than lowest cost plan offered to employees City-wide].)</p> <p>Prejudice/Undue consumption of time: the City fails to specify the basis for this objection, particularly since the length of the Salvi Declaration is 2 pages.</p>		

EVIDENCE	OBJECTION	RULING
<p>2) <u>Declaration of Michael J. Fehr</u>, ¶¶ 3, 4, 5 on the premium for the "lowest cost plan" paid by the City of San Jose on behalf of retirees.</p> <p>"At the time I retired and throughout my career with the San Jose police department, the City represented to me that I would receive premium contributions at the same level as the City contributes for the lowest cost plan offered to active employees in the same job classification from which I retired, i.e., police officer." (¶ 3.)</p> <p>In 2012, "the city changed its representation of which it would pay. The City said it would pay the amount it pays for the premiums of the lowest cost plan available to any City employee, rather than the lowest cost plan available to active police officers." ¶ 4.)</p>	<p>Not relevant because the City's Motion for Summary Adjudication does not seek adjudication of any issue involving the "lowest cost plan" and any probative value is outweighed by undue consumption of time and prejudice. Evid. Code 403.</p>	<p>Sustained _____</p> <p>Overruled _____</p>

SJPOA RESPONSE TO OBJECTION #2:

SJPOA incorporates here its Response to Objection #1.

EVIDENCE	OBJECTION	RULING
<p>3) <u>Declaration of John Robb</u>, ¶ 9: "Police Officers are offered the retirement benefits as inducement to work for the City of San Jose. For example, ¶¶ (a) through (d), describe the pension benefits available to San Jose police officers.</p>	<p>Lacks foundation (Evid. Code 403); lack of personal knowledge (Evid. Code 702); inadmissible opinion testimony (Evid. Code 800); inadmissible legal conclusion. (<i>Morrow v. Los Angeles Unified School Dist.</i>, 149 Cal.App.4th 1424, 1444-45 (2007).)</p>	<p>Sustained _____</p> <p>Overruled _____</p>

	Not relevant because the City's Motion for Summary Adjudication does not seek adjudication of any issue related to the calculation of pension benefits and any probative value is outweighed by undue consumption of time and prejudice. Evid. Code 403.	
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SJPOA RESPONSE TO OBJECTION #3:

At the outset, the City does not object to the first sentence in the Robb Declaration, ¶ 9, which provides needed context: "Retirement benefits are part of the City's total compensation package, as a form of deferred compensation. Police Officers are offered the retirement benefits as inducement to work for the City of San Jose...."

Foundation/Personal Knowledge: The Robb Declaration lays sufficient foundation and demonstrates the basis for his statements. Robb is SJPOA's Vice-President, has worked as a Police Officer for the City since 1989, and is a participant in the P&F Retirement Plan. He is thus familiar with the City's compensation of San Jose police officers, including his review of official city documents in those capacities. (See Robb Decl. generally, and ¶¶ 1, 3, 5.)

Opinion/Legal Conclusion: Robb offers no opinion or legal conclusion. He testifies regarding *facts*, e.g., that compensation and retirement benefits are used as recruitment—i.e., inducement—for officers to work for the City of San Jose. He may do so as an SJPOA official and police officer familiar with San Jose's compensation and retirement benefits for officers. Even if Robb gave opinion testimony, such testimony is admissible. (See, e.g., *People v. Lewis* (2008) 43 Cal.4th 415, 504 [opinion admissible as rationally based on witness perception and helpful to an understanding of his testimony]; *Ragan v. Ragan* (1915) 29 Cal.App. 63, 67 [Question calling for witness' best recollection of what he paid is not objectionable as calling for a conclusion.])

EVIDENCE	OBJECTION	RULING
4) Declaration of John Robb, ¶¶ 9 Exhibits A, B, C, and D, describing police officer pension benefits. Exh. A: Retirement benefit fact sheet. Exh. B: Recruiting flyers and fact sheet.	Not relevant because the City's Motion for Summary Adjudication does not seek adjudication of any issue related to the calculation of pension benefits and any probative value is outweighed by undue consumption of time and prejudice. Evid. Code 403	Sustained _____ Overruled _____

1	Exh. C: 2002 Recruiting flyer.		
2	Exh. D: 1980-81		
3	Recruiting booklet.		
4			

SJPOA RESPONSE TO OBJECTION #4:

Relevance: Exhibits A-D are official City recruiting documents relevant to demonstrate that the City offered retirement and pension benefits as an inducement to Police Officers to work for the City and as form of deferred compensation.

Prejudice/Undue consumption of time: the City fails to specify the basis for this objection, particularly since the exhibits total 25 pages. The evidence has substantial probative value as to documenting the deferred compensation the City offered. Accordingly, even if the exhibits were lengthy, they are not "unduly" time consuming because of the high probative value. (*See Andrews v. City & County of San Francisco* (1988) 205 CA3d 938, 947.)

EVIDENCE	OBJECTION	RULING
5) <u>Declaration of John Robb</u> , ¶ 9: "Police Officers are offered the retirement benefits as inducement to work for the City of San Jose."	Lacks foundation (Evid. Code 403); lack of personal knowledge (Evid. Code 702); inadmissible opinion testimony (Evid. Code 800; inadmissible legal conclusion. (<i>Morrow v. Los Angeles Unified School Dist.</i> , 149 Cal.App.4 th 1424, 1444-45 (2007).)	Sustained _____ Overruled _____

SJPOA RESPONSE TO OBJECTION #5:

SJPOA incorporates its Response to Objection #3.

EVIDENCE	OBJECTION	RULING
6) <u>Declaration of John Robb</u> , ¶ 14: "Based on my knowledge as a participant in the P&F Plan, my role in SJPOA, and as reflected in the CAFR and Annual Reports, Police Officers have not paid directly into general pension unfunded actuarial accrued liability ("UAAL") other than to pay for new or increased benefits."	Lacks foundation (Evid. Code 403); lack of personal knowledge (Evid. Code 702); inadmissible opinion testimony (Evid. Code 800. Legal estoppel — contradicted by the SJPOA Opposition Br. at page 23, admitting that police officers historically have paid for unfunded liabilities, contradicted by SJPOA 2010 MOA with the	Sustained _____ Overruled _____

	City, Gurza Dec., Exh. 29 [page 000544], which provided that police officer additional pension contributions were for the purpose of paying for unfunded liabilities.	
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SJPOA RESPONSE TO OBJECTION #6:

“Legal estoppel”: First, that a declaration statement is purportedly “contradicted” by a legal brief is not a cognizable objection under the Evidence Code. Regardless, there is *no contradiction* because (a) Robb’s statement is expressly based on his personal knowledge, which began once he entered service with the City in 1989 as an Airport Police Officer and in 1993 as a Police Officer with the City’s Police Department —i.e., all of Robb’s service with the City began *after* the historical events described in SJPOA Opp. p. 23 (see Robb Decl. ¶¶ 3); (b) Gurza Ex. 29 nowhere states that Police Officers directly pay UAAL (see, e.g., SJPOA Opp. 24-25).

Second, “judicial estoppel” does not apply. The City does not identify what favorable judicial relief SJPOA has received, let alone relief that prejudiced the City. (*Law Offices of Ian Herzog v. Law Offices of Joseph M. Fredrics* (1998) 61 Cal.App.4th 672, 678-679 [“Under the doctrine [of judicial estoppel], a party who has taken a particular position in litigation [is] . . . estopped from taking an inconsistent position to the detriment of the other party [T]he decisions which have invoked the doctrine do so when the party sought to be estopped successfully obtained some judicial relief based” on its previous position].)

SJPOA further incorporates its Response to Objection #3.

EVIDENCE	OBJECTION	RULING
7) <u>Declaration of John Robb</u> , ¶ 17: "These increased Police Officer contributions allowed the City to pay less money for its share of the normal cost contribution."	Lacks foundation (Evid. Code 403); lack of personal knowledge (Evid. Code 702); inadmissible opinion testimony (Evid. Code 800. Legal estoppel — contradicted by contradicted by SJPOA 2010 MOA with the City, which provided that police officer additional pension contributions were for the purpose of paying for unfunded liabilities. Gurza Dec., Exh. 29 [000544].)	Sustained _____ Overruled _____

SJPOA RESPONSE TO OBJECTION #7:

SJPOA incorporates its Response to Objection #6.

EVIDENCE	OBJECTION	RULING
8) <u>Declaration of John Robb</u> , ¶ 20: "Had SJPOA members paid into UAAL, those contributions would not have been credited to my and other Police Officers' individual retirement accounts."	Lacks foundation (Evid. Code 403); lack of personal knowledge (Evid. Code 702); inadmissible opinion testimony (Evid. Code 800).	Sustained _____ Overruled _____

SJPOA RESPONSE TO OBJECTION #8:

SJPOA incorporates its Response to Objection #3.

Further, Robb bases this statement on his experience as Vice President of SJPOA and as a Police Officer and Sergeant making contributions and receiving credit for those contributions in retirement pension statements.

EVIDENCE	OBJECTION	RULING
9) <u>Declaration of John Robb</u> , ¶ 21: "Additionally based on a legal memorandum SJ[P]OA obtained from the P&R Retirement Board, it appears that Police Officers do not pay UAAL."	Not relevant, undue prejudice (Evid. Code 352), inadmissible opinion testimony (Evid. Code 800), inadmissible hearsay (Evid. Code 1200), inadmissible legal conclusion. (<i>Morrow v. Los Angeles Unified School Distr.</i> , 149 Cal.App. 4 th 1424, 1444-435 (2007).) The declaration references a memorandum, attached as Exh. 21, which discussed the Municipal Code and parties' practices as they existed in 1998.	Sustained _____ Overruled _____

SJPOA RESPONSE TO OBJECTION #9:

Relevance: the City's and the P&F Retirement Board's understanding of the City's obligation to pay UAAL is relevant for the reasons in SJPOA's Opposition. Although the City objects that Ex. 21 is from 1997/1998, it makes no argument there has been any lawful change to the City's obligation since then in the SJMC.

Hearsay: Ex. 21 is an admission of a party opponent because it is a legal memorandum prepared by the City Attorney to the P&F Retirement Board. (Evid. C. § 1220; *Dillenbeck v. City of Los Angeles* (1968) 69 Cal.2d 472, 478 [document listing rules of City Police Department regarding safe operation of emergency vehicles

(opinions) were admissible as an admission].)

And Ex. 21 is not offered for the truth of the matter asserted, but rather to demonstrate the City's understanding of its obligation to pay UAAL under the SJMC. (Evid. Code 800.)

Robb is allowed to testify regarding his understanding of the City's obligation to pay UAAL and regarding Ex. 21 as a union official and Police Officer for the reasons outlined in Response to Objection #3.

EVIDENCE	OBJECTION	RULING
10) <u>Declaration of John Robb</u> , ¶ 21, Exhibit E: Memorandum to the Board of Administration of the San Jose Police and Fire Department Retirement Plan from Saltzman & Johnson Law Corporation, dated February 19, 1998.	Not relevant, undue prejudice (Evid. Code 352), inadmissible opinion testimony (Evid. Code 800), inadmissible hearsay (Evid. Code 1200), inadmissible legal conclusion. (<i>Morrow v. Los Angeles Unified School Distr.</i> , 149 Cal.App. 4 th 1424, 1444-435 (2007).) The declaration references a memorandum, attached as Exh. 21, which discussed the Municipal Code and parties practices as they existed in 1997.	Sustained _____ Overruled _____

SJPOA RESPONSE TO OBJECTION #10:

SJPOA incorporates its Response to Objection #9.

EVIDENCE	OBJECTION	RULING
11) <u>Declaration of John Robb</u> , ¶ 24: "If Measure B Section 1512-A is applied to Police Officers, their contributions can exceed the yearly and overall contractual caps in the MOA, and Police Officers would not be able to invoke the meet and confer provisions of the MOA the parties negotiated to determine how to pay for any contributions above 10%."	Not relevant, undue prejudice (Evid. Code 352), inadmissible opinion testimony (Evid. Code 800), inadmissible hearsay (Evid. Code 1200), speculation, inadmissible legal conclusion. (<i>Morrow v. Los Angeles Unified School Distr.</i> , 149 Cal.App. 4 th 1424, 1444-435 (2007).) This statement is speculation because the SJPOA does not offer any evidence that the City is not	Sustained _____ Overruled _____

	adhering to the MOA between the City and the SJPOA	
SJPOA RESPONSE TO OBJECTION #11:		
SJPOA incorporates its Response to Objections #1 and #3. Robb is allowed to testify regarding his understanding of the effect Measure B will have on Police Officers as a union official and Police Officer, for the reasons outlined in Response to Objection #3.		
Further, <i>this lawsuit</i> evidences the City is not adhering to its MOA with SJPOA. Additional evidence is unnecessary because the City did not seek summary adjudication of any MOA-based claim.		
EVIDENCE	OBJECTION	RULING
12) <u>Declaration of John Robb</u> , ¶ 25: "The City has historically tied retiree healthcare premium contributions to what active Police Officers received and prior to November 2012, the City has never offered retirees a plan not connected to what active Police Officers are actually in."	Not relevant because the City's Motion for Summary Adjudication does not seek adjudication of any issue related to the premiums paid by the City for retiree healthcare. The City's Motion seeks adjudication over the employee contribution rate, not the benefit given to retirees. Evid. Code 403.	Sustained _____ Overruled _____
SJPOA RESPONSE TO OBJECTION #12:		
SJPOA incorporates its Response to Objection #1.		
EVIDENCE	OBJECTION	RULING
13) <u>Declaration of John Robb</u> , ¶ 26 "If Measure B Section 1512-A is applied to Police Officers, they will lose their right upon retirement to City payment of the premium for the lowest cost healthcare plan available to active Police Officers because Section 1512-A defines 'lowest cost' with reference to healthcare plans made available all active City employees, and not just active Police Officers."	Not relevant, undue prejudice (Evid. Code 352), inadmissible opinion testimony (Evid. Code 800), inadmissible hearsay (Evid. Code 1200), speculation, inadmissible legal conclusion. (<i>Morrow v. Los Angeles Unified School Distr.</i> , 149 Cal.App. 4 th 1424, 1444-435 (2007).) Not relevant because the City's Motion for Summary Adjudication does not seek adjudication of any issue related to the premiums paid by the City	Sustained _____ Overruled _____

	for retiree healthcare. The City's Motion seeks adjudication over the employee contribution rate, not the benefit given to retirees. Evid. Code 403.	
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SJPOA RESPONSE TO OBJECTION # 13:

SJPOA incorporates its Responses to Objections #1 and # 3. Robb is allowed to testify regarding his understanding of the effect Measure B will have on Police Officers as a union official and Police Officer for the reasons outlined in Response to Objection #3.

Hearsay and Opinion: The quoted language is from Measure B, Section 1512-A—a City created document and hence an admission of a party opponent. On the matter of the City's Hearsay and Opinion objections, SJPOA incorporates here **SJPOA RESPONSE TO OBJECTION #9**, second and third paragraphs.

EVIDENCE	OBJECTION	RULING
14) <u>SJOPA RJN</u> , Exh. 19 [Memorandum dated March 18, 2011 to Chairman, Board of Police and Fire Retirement Plan re: P&F ARC Calculations, enclosing Memorandum dated December 29, 1997 to Board of Administration from Susan Devencenzi, Sr. Deputy City Attorney re: Allocation of Actuarial Gains and Losses].	Not relevant, undue prejudice (Evid. Code 352), inadmissible opinion testimony (Evid. Code 800), inadmissible hearsay (Evid. Code 1200), inadmissible legal conclusion. (<i>Morrow v. Los Angeles Unified School Distr.</i> , 149 Cal.App. 4 th 1424, 1444-435 (2007)). The legal memorandum attached as Exhibit 19 describes the City's Municipal Code and practices as of 1997 concerning pension contribution rates. The City objects to the legal descriptions and conclusions in the memorandum, except the city contends that it is relevant for the fact that <u>that employees were on notice at the time that the City Council could change "the allocations of contributions to fund the UAAL" between the city and employees.</u> This conclusion contradicts Plaintiffs' claims that the parties understood that the	Sustained _____ Overruled _____

	City would always be responsible for all unfunded liabilities and that the City could not require employees to contribute.	
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SJPOA RESPONSE TO OBJECTION #14:

Relevance: Ex. 19 is relevant for the reasons outlined in SJPOA's Opposition and Response to Objection #9, i.e., it demonstrates the City's and the P&F Retirement Board's understanding of the City's obligation to pay UAAL under the SJMC. Further, the City's arguments make clear Ex. 19 is highly relevant (although SJPOA disputes those mischaracterizations).

Hearsay: Ex. 19 is an admission of a party opponent because it is an official memorandum from a P&F Retirement Board member to the Chairman. The attached memorandum was prepared by the City Attorney to the P&F Retirement Board, and is also an admission of party opponent. Further, these documents are not offered for the truth of the matter asserted, but rather to demonstrate the City's and P&F Retirement Board's understanding of the City's obligation to pay UAAL under the SJMC.

Opinion/Legal conclusion: The memorandum draws no legal conclusion but instead evidences the historical facts of the City's obligation to pay UAAL and that it took all actuarial gains when the system was overfunded. Further, the P&F Retirement Board member and City Attorney are entitled to give their understanding of the City's obligations to pay all UAAL. Further, SJPOA incorporates **SJPOA RESPONSE TO OBJECTION #9**.

Prejudice/Undue consumption of time: the City fails to specify the basis for this objection, especially given the modest length of the 16-page memoranda. The evidence has substantial probative value on the matter of the P&F Retirement Board's understanding regarding the UAAL and the City's obligations. Accordingly, even if the memoranda were lengthy, it is not "unduly" time consuming because of the high probative value. (*See Andrews v. City & County of San Francisco* (1988) 205 CA3d 938, 947.)

EVIDENCE	OBJECTION	RULING
15) SJPOA RJN, Exh. 27 [Memorandum dated September 17, 1997, to Board of Administration from Susan Devencenzi, Sr. Deputy City Attorney re: Allocation of Contribution Rates Between City and Members].	Not relevant, undue prejudice (Evid. Code 352), inadmissible opinion testimony (Evid. Code 800), inadmissible hearsay (Evid. Code 1200), inadmissible legal conclusion. (<i>Morrow v. Los Angeles Unified School Distr.</i> , 149 Cal.App. 4 th 1424, 1444-435 (2007)).	Sustained _____ Overruled _____

	The memorandum, attached as Exh. 27 discussed the Municipal Code and parties practices as they existed in 1997.	
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SJPOA RESPONSE TO OBJECTION #15:

SJPOA incorporates its Response to Objection #14.

EVIDENCE	OBJECTION	RULING
<p>16) <u>SJPOA RJN</u>, Exh. 28 [Memorandum dated December 29, 1997 to Board of Administration from Susan Devencenzi, Sr. Deputy City Attorney re: Allocation of Actuarial Gains and Losses.]</p> <p>This same memorandum is attached as part of Exh. 19.</p>	<p>Not relevant, undue prejudice (Evid. Code 352), inadmissible opinion testimony (Evid. Code 800), inadmissible hearsay (Evid. Code 1200), inadmissible legal conclusion. (<i>Morrow v. Los Angeles Unified School Distr.</i>, 149 Cal.App. 4th 1424, 1444-435 (2007)).</p> <p>See objection to Exh. 19: The City objects to the legal descriptions and conclusions in the memorandum, except the City contends that it is relevant for the fact that <u>that employees were on notice at the time that the City Council could change" the allocations of contributions to fund the UAAL" between the city and employees.</u></p>	<p>Sustained _____</p> <p>Overruled _____</p>

SJPOA RESPONSE TO OBJECTION #16:

SJPOA incorporates its Response to Objection #14.

Dated: June 4, 2013

CARROLL, BURDICK & McDONOUGH LLP

By



Gregg McLean Adam
Gonzalo C. Martinez
Amber L. West

Attorneys for Plaintiff and Cross-Defendant
San Jose Police Officers' Association

1 *San Jose POA v. City of San Jose, et al.*,
2 Santa Clara County Superior Court, No. 1-12-CV-225926
(and Consolidated Actions 1-12-CV-225928, 1-12-CV-226570, 1-12-CV-226574,
3 1-12-CV-227864, and No. 1-12-CV-233660)

4 **PROOF OF SERVICE BY MAIL**

5 I declare that I am employed in the County of San Francisco, California. I am
6 over the age of eighteen years and not a party to the within cause; my business address is
44 Montgomery Street, Suite 400, San Francisco, CA 94104. On June 4, 2013, I served
7 the enclosed:

8 **PLAINTIFF SAN JOSE POLICE OFFICERS' ASSOCIATION'S RESPONSE TO**
9 **CITY OF SAN JOSE'S OBJECTIONS TO EVIDENCE**

10 on the parties in said cause (listed below) by enclosing a true copy thereof in a sealed
11 envelope and, following ordinary business practices, said envelope was placed for mailing
and collection (in the offices of Carroll, Burdick & McDonough LLP) in the appropriate
12 place for mail collected for deposit with the United States Postal Service. I am readily
familiar with the Firm's practice for collection and processing of
13 correspondence/documents for mailing with the United States Postal Service and that said
correspondence/documents are deposited with the United States Postal Service in the
ordinary course of business on the same day.

14 Arthur A. Hartinger, Esq.
15 Linda M. Ross, Esq.
16 Jennifer L. Nock, Esq.
17 Michael C. Hughes, Esq.
18 Meyers, Nave, Riback, Silver & Wilson
555 12th Street, Suite 1500
19 Oakland, CA 94607
Phone: (510) 808-2000
20 Fax: (510) 444-1108
Email: ahartinger@meyersnave.com
lross@meyersnave.com
jnock@meyersnave.com
mhughes@meyersnave.com

Counsel for Defendants
City of San Jose (No. 1-12-CV-225926)


City of San Jose and Debra Figone
(Nos. 1-12-CV-225928;
1-12-CV-226570; 1-12-CV-226574;
1-12-CV-227864)

<p>Harvey L. Leiderman, Esq. Reed Smith LLP 101 Second Street, Suite 1800 San Francisco, CA 94105 Phone: (415) 659-5914 Fax: (415) 391-8269 Email: hleiderman@reedsmith.com</p>	<p><i>Counsel for Defendant Board of Administration for Police and Fire Department Retirement Plan of City of San Jose (No. 1-12-CV-225926)</i></p> <p><i>Necessary Party in Interest The Board of Administration for the 1961 San Jose Police and Fire Department Retirement Plan (No. 1-12-CV-225928)</i></p> <p><i>Necessary Party in Interest The Board of Administration for the 1975 Federated City Employees' Retirement Plan (Nos. 1-12-CV-226570; 1-12-CV-226574)</i></p> <p><i>Necessary Party in Interest The Board of Administration for the Federated City Employees Retirement Plan (No. 1-12-CV-227864)</i></p>
<p>John McBride, Esq. Christopher E. Platten, Esq. Mark S. Renner, Esq. Wylie, McBride, Platten & Renner 2125 Canoas Garden Ave., Suite 120 San Jose, CA 95125 Phone: (408) 979-2920 Fax: (408) 979-2934 Email: jmcbride@wmprlaw.com cplatten@wmprlaw.com mrenner@wmprlaw.com</p>	<p><i>Counsel for Plaintiffs Robert Sapien, Mary McCarthy, Thanh Ho, Randy Sekany and Ken Heredia (No. 1-12-CV-225928)</i></p> <p><i>Teresa Harris, Jon Reger, and Moses Serrano (No. 1-12-CV-226570)</i></p> <p><i>John Mukhar, Dale Dapp, James Atkins, William Buffington and Kirk Pennington (No. 1-12-CV-226574)</i></p>
<p>Teague P. Paterson, Esq. Vishtasp M. Soroushian, Esq. Beeson, Taylor & Bodine APC Ross House, 2nd Floor 483 Ninth Street Oakland, CA 94607-4051 Phone: (510) 625-9700 Fax: (510) 625-8275 Email: TPaterson@beesontayer.com VSoroushian@beesontayer.com</p>	<p><i>Counsel for Plaintiff AFSCME Local 101 (No. 1-12-CV-227864)</i></p>

1 Stephen H. Silver, Esq.
2 Richard A. Levine, Esq.
3 Jacob A. Kalinski, Esq.
4 Silver, Hadden, Silver, Wexler & Levine
5 1428 Second Street, Suite 200
6 Santa Monica, CA 90401
7 Phone: (310) 393-1486
8 Fax: (310) 395-5801
9 Email: shsilver@shslaborlaw.com
10 rlevine@shslaborlaw.com
11 jkalinski@shslaborlaw.com

*Attorneys for Plaintiff San Jose Retired
Employees Association, Howard E.
Fleming, Donald S. Macrae, Frances J.
Olson, Gary J. Richert and Rosalinda
Navarro (No. 1-12-CV-233660)*

12 I declare under penalty of perjury that the foregoing is true and correct, and
13 that this declaration was executed on June 4, 2013, at San Francisco, California.
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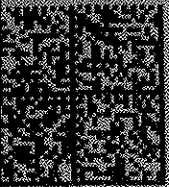

Joan Gonsalves

Received

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CARROLL, BURDICK
& McDONOUGH LLP

44 Montgomery Street
Suite 400
San Francisco, CA
94104-4606

135.023

K. Thomas / J. Foley

Arthur A. Hartinger, Esq.
Linda M. Ross, Esq.
Meyers, Nave, Riback, Silver & Wilson
555 12th Street, Suite 1500
Oakland, CA 94607

038809

meyers | nave

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